4237

BILL NO. S-78-10-13

SPECIAL ORDINANCE NO. S-190-78

AN ORDINANCE approving an Agreement with Clarence R. Hewes, Developer, for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement dated October 2, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Clarence R. Hewes, Developer, for:

SANITARY SEWER

Line "A" - Beginning at an existing manhole #1 to be constructed over an existing 10" sanitary sewer, said manhole being situated 35 (plus or minus) feet North and 25 (plus or minus) feet East of the centerline intersection of Heine Drive a distance of 335 feet to proposed manhole #2, said manhole being situated 35 (plus or minus) feet North and 40 (plus or minus) feet West of the centerline intersection of Heine Drive and Industrial Road; thence Northeasterly a distance of 150 feet to proposed manhole #3; thence Northerly along the East right-of-way of Industrial Road, a distance of 205 feet to proposed manhole #4; thence Northerly along the East right-of-way of Industrial Road, a distance of 315 feet to proposed manhole #5, said manhole being situated 570 (plus or minus) feet North and 340 (plus or minus) feet East of the centerline intersection of Heine Drive and Industrial Road; thence Northeasterly, along the right-of-way of Industrial Road, a distance of 220 feet terminating at a proposed manhole #6.

Line "B" - Beginning at a proposed manhole #5, said manhole being situated 570 (plus or minus) feet North and 340 (plus or minus) feet East of the centerline intersection of Heine Drive and Industrial Road; thence Easterly a distance of 190 feet terminating at a proposed manhole #7.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Councilman

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock _____ M., E.S.T.

DATE: 10-10-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 10-24-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. R-190-78 on the 24th day of October, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 19 78, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 26th day of October, 1978 at the hour of 11 o'clock A M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-10-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving an agreement with Clarence R. Hewes, Developer, for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

10-24-78
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Original 10/10/78

NOTED
H.P.W.
E.H.L.
M.G.S.
Date

Hewes

66-185-8 HI 10/2/78

BOARD OF PUBLIC WORKS
RECEIVED
SEP 1 1978

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 2 day of October, 1978, by and between Clarence R. Hewes, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Line "A" - Beginning at an existing manhole #1 to be constructed over an existing 10" sanitary sewer, said manhole being situated 35 (plus or minus) feet North and 25 (plus or minus) feet East of the centerline intersection of Heine Drive and Planeview Drive; thence Easterly parallel to Heine Drive a distance of 335 feet to proposed manhole #2, said manhole being situated 35 (plus or minus) feet North and 40 (plus or minus) feet West of the centerline intersection of Heine Drive and Industrial Road; thence Northeasterly a distance of 150 feet to proposed manhole #3; thence Northerly along the East right-of-way of Industrial Road, a distance of 205 feet to proposed manhole #4; thence Northerly along the East right-of-way of Industrial Road, a distance of 315 feet to proposed manhole #5, said manhole being situated 570 (plus or minus) feet North and 340 (plus or minus) feet East of the centerline intersection of Heine Drive and Industrial Road; thence Northeasterly, along the right-of-way of Industrial Road, a distance of 220 feet terminating at a proposed manhole #6.

Line "B" - Beginning at a proposed manhole #5, said manhole being situated 570 (plus or minus) feet North and 340 (plus or minus) feet East of the centerline intersection of Heine Drive and Industrial Road; thence Easterly a distance of 190 feet terminating at a proposed manhole #7.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Hewes Industrial Court Offsite Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $30,355.75 composed of $27,855.75 for construction costs and $2,500.00 for consultant engineering.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

> A part of the East Half of the Northwest Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, lying West of and adjacent to the Lake Shore & Michigan South Railroad, now known as New York Central Railroad, more particularly described as follows:
>
> Commencing at the intersection of the North line of said Northwest Quarter of Section 23, Township 31 North, Range 12 East and the West line of said railroad; thence South along the West right-of-way of said railroad, 658 feet to a point; thence N 89°-33' W, a distance of 594.0 feet to a point; thence N 33°-18' E, a distance of 118.8 feet to a point; thence N 39°-29' E, a distance of 288.01 feet to a point; thence on a curve to the left with a radius of 572.96 feet, a distance of 190 feet to a point; thence N 20°-29' E, a distance of 180.74 feet to a point on the North line of said Northwest Quarter of Section 23; thence S 89°-31' E, a distance of 188 feet to the point of beginning.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof,

by the present or future owners of said aforedescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of $300.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforedescribed which is served by the herein described sanitary sewer. The area connection charge represents the oversizing cost expended by CITY for sewer lines in Merchandise Place, Interstate Industrial Park and Spy Run Interceptor.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the costs of standard tap-in and inspection fees, the sum of $0.101380 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of $300.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines in Merchandise Place, Interstate Industrial Park and Spy Run Interceptor.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond

to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchase, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of which is now, or hereafter, located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

CORPORATE SECRETARY:
LUCILLE A. HEWES
Attest Lucille A. Hewes

DEVELOPER: CLARENCE R. HEWES
By C. R. Hewes

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Clarence R. Hewes, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of August, 1978.

Deanna Faust
Notary Public - Deanna Faust
Resident of Allen County

My Commission Expires:

10-11-81

CITY OF FORT WAYNE, INDIANA

By _____
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By _____
Max G. Scott, Member

APPROVED AS TO FORM AND LEGALITY

Tom Boller
City Attorney

ATTEST Ursula Miller

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, and Max G. Scott, known to me to be the Mayor, the Members of the Board of Public Works, said Board of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand an notarial seal ____ day of _____, 1978.

_____
Notary Public

My Commission Expires:

_____

This instrument prepared by Philip R. Boller, Chief Water Pollution Control Engineer.

4234

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXT. - HEWES INDUSTRIAL COURT

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS A-78-10-13

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION FOR THE INSTALLATION OF A SANITARY SEWER TO SERVE HEWES INDUSTRIAL COURT, WHICH INVOLVES HEINE DRIVE, PLANEVIEW DRIVE AND INDUSTRIAL ROAD AREA. DEVELOPER FOR THE PROJECT IS CLARENCE R. HEWES, ALSO RESPONSIBLE FOR THE CONSTRUCTION OF SAID SEWER.

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SEWER TO SERVE THE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO PAY ENTIRE COST AND EXPENSE

ASSIGNED TO COMMITTEE

EP

4231

BILL NO. S-78-10- 14

SPECIAL ORDINANCE NO. S- 191-78

AN ORDINANCE approving Water Contract No. 7815 with Wheatridge Investors, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Water Contract No. 7815, dated Sept. 25, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Wheatridge Investors, Inc., for:

> Construction of a Water Main along Bridgewater Drive, Valdosta Drive, Newberry Drive and Wallen Road, Wheatridge Investors, Inc.,

for a total cost of $137,325.50, of which the City will pay $35,109.00 ($29,659.00 paid by Water Utility and $5,450.00 for disinfection and engineering cost paid by Water Utility) and the balance of $102,216.50 will be paid by the developer, all as more particularly set forth in said Contrach which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the ~~City Plan Commission~~ for recommendation) and Public Hearing to be held after due legal notice, at the ~~Council~~ Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock _____ M., ~~E.S.T.~~

DATE: 10-10-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 10-24-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-191-78 on the 24th day of October, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 19 78, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 26th day of October, 19 78, at the hour of 11 o'clock ~~A~~ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-10-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving Water Contract No. 7815 with Wheatridge Investors, INc.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

10-24-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

Council Oct 10

Memorandum

To Board of Public Works Date August 29, 1978

From D. L. Foland

Subject Wheatridge & Newberry Water Main Contract #7815,B.O.#148-78,W.O.#63420

COPIES TO:

NOTED
H.P.W.
E.H.L.
M.G.S.
Date

Attached is the original of the above water main contract, submitted for approval as to form and legality and signatures of the Mayor and the members & clerk of the Board of Public Works.

Utility participation in this contract is such that Council approval is also required. The developer is in need of starting as soon as possible, in order to complete the project before bad weather. Therefore, it is recommended that Council's prior approval be obtained so work can commence immediately.

After this contract has been fully executed, please return it so that we may make copies and distribute them to the interested parties.

D. L. Foland

D. L. Foland, P.E.
Chief Water Engineer

DLF/klr

attachment

BOARD OF PUBLIC WORKS
RECEIVED
AUG 30 1978

66-177-22 9/25/78

66-177-22 9/25/78

CONTRACT NO. 7815

BOARD ORDER NO. 148-78 WORK ORDER NO. 63420

THIS AGREEMENT, made and entered into this 25 day of Sept. , 1978, by and between WHEATRIDGE INVESTORS, INC., hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through its Mayor, ROBERT E. ARMSTRONG, and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said Contractor and the said Utility for the consideration hereinafter named, agrees as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct water mains, including all necessary fittings as follows:

   On Bridgewater Drive from an existing 16" water main on Cook Road, northward to Valdosta Drive; on Valdosta Drive from Bridgewater Drive northeastward to Newberry Drive; on Newberry Drive from Valdosta Drive northward to Wallen Road.

   Said water main to include: 6225± LF of 12" Ductile Iron Water Main

2. That said water main system shall be constructed according to the standards, plans, and specifications of the Utility and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

   It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected, and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this Contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main system through A. D. EQUIPMENT CO. at a cost of One Hundred Thirty-one Thousand Eight Hundred Seventy-five Dollars and Fifty Cents ($131,875.50), and that said Utility shall supply the the necessary labor for inspection, pressure-testing, disinfection, engineering and one 16" by 12" tapping sleeve and valve at a cost of Five Thousand Four Hundred Fifty Dollars ($5,450.00). Therefore, the total cost of said water main is One Hundred Thirty-seven Thousand Three Hundred Twenty-five Dollars and Fifty Cents ($137,325.50). It is further understood and agreed by and between the parties of this Contract that the said Contributor shall bear the cost of the water main on the basis of an 8" water main, the cost of which is One Hundred Two Thousand Two Hundred Sixteen Dollars and Fifty Cents ($102,216.50) and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor the difference between the cost of material, contractual labor, equipment, as supplied by the Contractor, as referred to above and the contract price of this Agreement said difference being Twenty-nine Thousand Six Hundred Fifty-nine Dollars ($29,659.00).

4. The Utility may approve the extension of additional water mains from the water main covered in this Contract without incurring any financial obligations to the Contributor under this Contract.

5. It is further understood and agreed that, upon completion of said water main system, the Contributor or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works of the City. The MAINTENANCE BOND shall run for a minimum period of one (1) year from the date of the acceptance of the said system by the City and shall be in the minimum amount of Thirty-two Thousand Nine Hundred Sixty-eight Dollars and Eighty-eight Cents ($32,968.88). After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the Utility will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the Utility, the Board of Public Works will issue a letter of acceptance of the project to the Contributor. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this contract shall form and be a part of the water works system of said Utility, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.

6. This Agreement, although executed on behalf of the Owner by its Mayor and the Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by Common Council. Failure to approve the same within ninety (90) days after the date hereof, then this Contract shall become null and void.

WITNESS THE HANDS AND SEALS OF SAID PARTIES the day and year are first above written.

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
Robert E. Armstrong, MAYOR

ATTEST:

Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assistant City Attorney

Prepared by:
D. L. Foland, P.E.
Chief Water Engineer

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

CONTRIBUTOR:
WHEATRIDGE INVESTORS, INC.

BY: Amos D. Delagrange
Amos D. Delagrange, Pres.

BY: Richard K. Locke
Richard K. Locke, Secy.-Treas.

42201

TITLE OF ORDINANCE SPECIAL ORDINANCE - WATER CONTRACT NO. 7815 - (WHEATRIDGE & NEWBERRY)

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS WHEATRIDGE INVESTORS, INC. S-78-10-14

SYNOPSIS OF ORDINANCE WATER CONTRACT NO. 7815 (WHEATRIDGE & NEWBERRY) FOR CONSTRUCTION OF A WATER MAIN ALONG BRIDGEWATER DRIVE, VALDOSTA DRIVE, NEWBERRY DRIVE AND WALLEN ROAD, WHEATRIDGE INVESTORS, INC., DEVELOPER FOR THE PROJECT.

(WATER CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF WATER MAIN TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO SERVE AREA WITH WATER SERVICE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $102,216.50 TO BE PAID BY DEVELOPER
$29,659.00 " " " " WATER UTILITY
$5,450.00 " " " " " "
~~(DISINFECTION, ENGNR., ETC.)~~

ASSIGNED TO COMMITTEE

EP